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Solicitation No. - N° de l'invitation  
21510-191360/A  
Client Ref. No. - N° de réf. du client  
21510-191360

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-8-41104

Buyer ID - Id de l'acheteur  
wpg010  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

A Regional Individual Standing Offer for the supply and delivery of Dairy Products, as required for the Correctional Service of Canada, Stony Mountain Institution, in Stony Mountain, Manitoba.

The Standing Offer(s) will be in effect for a one year period, approximately January 1, 2019 to December 31, 2019.

All offers must be submitted as per Annex B. All prices submitted are to remain firm for the bid period in Annex B.

Up to three (3) Standing Offers could be issued for the product list in Annex B, Basis of Payment.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions

and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method

### 1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

[M0019T](#) (2007-05-25), Firm Price and /or Rates

### 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

BRU: Western Region Bid Receiving Unit (Winnipeg)  
Address: Room 100, 167 Lombard Avenue  
Winnipeg, Manitoba R3B 0T6

E-post Connect: [ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)  
(Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.)

Bid Fax: (204) 983-0338

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such

except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## **2.4 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)  
Section II: Financial Offer (1 hard copy) and (1) soft copy on Excel file by e-mail to  
[WST.MBFOOD@pwgsc.gc.ca](mailto:WST.MBFOOD@pwgsc.gc.ca)  
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex A, Basis of Payment.

#### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex F Electronic Payment Instruments, to identify which ones are accepted.

If Annex F Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.1.2 Exchange Rate Fluctuation**

*SACC Manual* Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

- a) Ability to perform the full scope of the work as described in Annex A.
- b) Provision of firm pricing for a minimum of 90% of the items specified in Annex B, Basis of Payment. (There are 11 items, and to meet the mandatory you must bid on at least 10 of 11 items.)

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

#### 4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer. Lowest evaluated price will be determined in accordance with Steps 1 - 3 detailed below. The evaluation will be based on like items.

The RFSO will allow for the possibility of issuing up to three (3) Standing Offers, where the second (2nd) and third (3rd) Standing Offers provide a minimum 10% economic benefit to the Government of Canada.

**Step 1:** The total aggregate evaluated amount for each offer is calculated by multiplying the unit price for each item by the associated estimated quantity listed and summing the values for the product list in Annex B, Basis of Payment. The responsive offer with the lowest aggregate evaluated price is recommended issuance of a standing offer.

**Step 2:** For other offers to be considered, their aggregate evaluated total must be within 10% of the aggregate evaluated total of the lowest compliant offer.

**Step 3:** Where there is a minimum 10% economic benefit and more than one Standing Offer being issued, the Standing Offers will be issued using the Low Line Item Award Approach. See example at Annex F - Low Line Item Award Approach.

**Bidders are requested to provide pricing as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so may render the bid non-responsive without further consideration.**

#### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be



untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

## **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

#### 6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 6.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex A. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a monthly basis to the Standing Offer Authority.

1st month:	15 September – 14 October
2 <sup>nd</sup> month:	15 October – 14 November
3 <sup>rd</sup> month:	15 November – 14 December
4 <sup>th</sup> month:	15 December – 14 January
5 <sup>th</sup> month:	15 January – 14 February
6 <sup>th</sup> month:	15 February – 14 March
7 <sup>th</sup> month:	15 March – 14 April
8 <sup>th</sup> month:	15 April – 14 May
9 <sup>th</sup> month:	15 May – 14 June
10 <sup>th</sup> month:	15 June – 14 July
11 <sup>th</sup> month:	15 July – 14 August
12 <sup>th</sup> month:	15 August – 14 September

The data must be submitted to the Standing Offer Authority no later than 5 calendar days after the end of the reporting period.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from approximately January 1, 2019 to December 31, 2019.

### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Standing Offer.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Christie Maki  
Title: Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 100-167 Lombard Ave, Winnipeg MB R3B 0T6  
Telephone: 204-891-6126  
Facsimile: 204-983-7796  
E-mail address: christie.maki@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### **6.5.2 Project Authority**

The Project Authority for the Standing Offer is:

TO BE DETERMINED

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### **6.5.3 Offeror's Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
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File No. - N° du dossier  
WPG-8-41104

Buyer ID - Id de l'acheteur  
wpg010  
CCC No./N° CCC - FMS No./N° VME

Telephone: \_\_\_\_

Facsimile: \_\_\_\_

E-mail address: \_\_\_\_\_

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service of Canada, Stony Mountain Institution.

## 6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

## 6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **to be determined** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer

Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **6.10 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services.
- d) the general conditions 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ .

## **6.11 Certifications and Additional Information**

### **6.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## **6.12 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **6.1 Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### **6.2 Standard Clauses and Conditions**

### 6.2.1 General Conditions

2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### 6.3 Term of Contract

#### 6.3.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive (*fill in end date of the period*).

#### 6.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

### 6.4 Payment

#### 6.4.1 Basis of Payment- Firm Unit Prices.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of ***to be determined***. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.4.2 Single Payment

*SACC Manual* clause [H1000C](#) (2008-05-12), Single Payment

#### 6.4.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

To be determined

### 6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

---

## 6.6 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 6.7 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods  
C3601C (2010-01-11), Price Adjustment- Milk  
D0014C (2007-11-30), Delivery of Fresh Chilled or Frozen Products  
D0018C (2007-11-30), Delivery and Unloading  
D3004C (2007-11-30), Type of Transport

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## **ANNEX A**

### **REQUIREMENT**

A Regional Individual Standing Offer for the supply and delivery of Dairy Products, as required for the Correctional Service of Canada, Stony Mountain Institution, in Stony Mountain, Manitoba. The Standing Offer(s) will be in effect for a one year period, approximately January 1, 2019 to December 31, 2019.

**Mandatory Delivery** – Delivery is to be made Monday to Friday, 07:30 to 15:30 hours; unless prior arrangements have been made.

Urgent requirements may require delivery within twenty-four (24) hours from receipt of call-up.

**Delivery is to be made by Industry Standard Truck.**

Drivers of delivery vehicles shall be provided with a pick-up receipt book.

Twenty-four (24) hour replacement of rejected products is mandatory.

Invoice should accompany shipment and detail the Standing Offer number.

All deliveries are to be FOB Correctional Services Canada, Stony Mountain, Stony Mountain, MB, including all delivery and off-loading charges.

Products offered must be in accordance with Canadian General Standards Board Specifications (CGSB). All packaging and labeling must be in accordance with CGSB Standards.

Individual packaging and labeling of product must indicate "Best Before" date on packaging.

#### **Delivery Call ups**

Delivery FOB Stony Mountain Institution, Stony Mountain, MB shall be made within two (2) calendar days from receipt of call up. The Offeror must advise the Project Authority within one (1) day of any delays and/or item shortage.

The majority of call ups against this Standing Offer will total a minimum of \$200.00 (applicable taxes included)

#### **When a Call-up of \$200.00 or more is issued:**

All orders are to be **FOB destination, including all delivery and transportation charges** unless otherwise specified at the time of call-up.

#### **When a call-up with a total dollar value of less than \$200.00 is issued:**

Transportation charges shall be prepaid and charged as a separate item on the invoice at the suppliers cost. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee. As this will be a rare occurrence all evaluations will be based on the assumption that individual call-ups will be greater than \$200.00.

#### **Expiry Dates**

Products which normally have expiry dates must have an expiration date of at least (1) one week or 3 months past the delivery date as applicable to the commodity type.

#### **Quantities**



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The estimated quantities can be found in Annex "B" – Basis of Payment. The quantities provided are provided for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the crown.

### **Rejection of Shipment**

A Notice of Rejection will be completed when any aspect of the delivery does not comply with the specified quality standards, even if the shipment has been accepted. The rejection notice must be completed and submitted within 24 hours of acceptance. An unsatisfactory condition report will be initiated and sent to the contractor and PWGSC.

The Offeror agrees, upon notification of rejection, to replace any rejected item on the next scheduled food order delivery when still required by the Corrections Canada Food representative. If the rejected item is replaced it shall be in the same quantity and at the same cost as the original order. Discounting for damage goods will not be accepted. The Consignee will have the right to reject products at the same time of delivery and the Offeror will remove unacceptable products immediately.

### **DAIRY**

The prices detailed in the Regional Individual Standing Offer are subject to adjustment to reflect the actual minimum wholesale prices for Dairy products (including all cultured milk products, as well as milk, cheese, yogurt, ice cream, butter and cream) established by the provincial milk marketing board. A copy of the Contractor's notification of price adjustment from the provincial milk marketing board must be provided to the Contracting Authority.

## ANNEX B

### BASIS OF PAYMENT

1. The attached Excel spreadsheet when completed, will be considered as the offeror's Financial Proposal.
2. Firm prices must be in Canadian dollars, applicable taxes excluded, FOB destination, including all fees, as applicable (environmental levy, deposits, delivery, offloading and fuel charges.) Applicable taxes, environmental levy fees, and deposits will be shown as separate line items on any resulting invoices.
3. Offered format must allow for conversion to the requested format without clarification. Please see below chart for examples.

RESPONSIVE	
Requested Format	Offered Format
KG, LBS, g	KG, LBS, g
L, ML	L, ML
OZ	OZ
Count (CT), Each (EA)	CT, EA
Pint (PT)	PT

NON-RESPONSIVE	
Requested Format	Offered Format
KG, LBS, g	L, ML, OZ, CT, EA, PT
L, ML	KG, LBS, g, OZ, CT, EA, PT
OZ	KG, LBS, g, L, ML, CT, EA, PT
CT, EA	KG, LBS, g, L, ML, OZ, PT
PT	KG, LBS, g, L, ML, OZ, CT, EA,

4. Line items that are not provided in a format that can be converted to the requested format using only the information provided in the offer, will be:
  - deemed non-responsive;
  - given no further consideration; and
  - deducted from the responsive line item count.
5. The quantities provided are for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the Crown.

Should there be an error in the extended pricing of the offeror's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer will be changed to reflect the quantities stated in the Basis of Payment.

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## **ANNEX C**

### **INSURANCE REQUIREMENTS**

#### **Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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## ANNEX D

### USAGE REPORT

Return to:

ATTN.: Christie Maki, Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
100-167 Lombard Avenue  
Winnipeg, MB R3B 0T6  
Email: Christie.maki@pwgsc-tpsgc.gc.ca

### REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER: \_\_\_\_\_

STANDING OFFER NO: \_\_\_\_\_

DEPARTMENT OR AGENCY: \_\_\_\_\_

REPORTING PERIOD: \_\_\_\_\_

Item No.	Call-Up/contract No. (Including Amendments) Description	Value of the Call- Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

**NIL REPORT:** We have not done any business with the federal government for this period [    ]

PREPARED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## ANNEX E

### LOW LINE ITEM AWARD APPROACH EXAMPLE

		Firm A		Firm B		Firm C		Low Line Item	
Item	Qty	Unit Price Extended Price		Unit Price Extended Price		Unit Price Extended Price		Extended Price Firm	
1.	1000	\$6.00	\$6,000.00	<b>\$5.00</b>	<b>\$5,000.00</b>	\$5.75	\$5,750.00	\$5,000.00	B
2.	500	<b>\$3.00</b>	<b>\$1,500.00</b>	\$4.00	\$2,000.00	\$5.00	\$2,500.00	\$1,500.00	A
3.	600	\$8.00	\$4,800.00	\$7.00	\$4,200.00	<b>\$6.85</b>	<b>\$4,110.00</b>	\$4,110.00	C
4.	900	\$10.00	\$9,000.00	\$11.00	\$9,900.00	<b>\$9.00</b>	<b>\$8,100.00</b>	\$8,100.00	C
5.	250	<b>\$4.65</b>	<b>\$1,162.50</b>	\$6.20	\$1,550.00	\$5.70	\$1,425.00	\$1,162.50	A
<b>Total</b>			<b>\$22,462.50</b>		<b>\$22,650.00</b>		<b>\$21,885.00</b>	<b>\$19,872.50</b>	

In order to determine whether to award by line item or basket, the total of each lowest priced line item (across suppliers) is compared to the lowest basket price (single supplier). The difference between these two amounts is considered an administrative savings. In this case, the lowest total cost to award by line item would be **\$19,872.50** and the total cost to award by basket would be **\$21,885.00**.

The administrative savings in this case is:

Lowest line item total (\$19,872.50) x 0.10 = administrative savings of \$1,987.25

To award by low aggregate, the lowest basket price must be \$19,872.50 + \$1,987.25 = **\$21,859.75 or less**. Since this isn't the case in the example, the evaluation would result in awarding up to 3 standing offers.

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## **ANNEX F to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI).